

1897-056 Chancery Cause: H. C. T. Richmond vs. S. Bailey & Co  
Lee Co.

Bailey, Shepperson, Yarbrough

CA-Debt  
T-Property  
Business

Additional Information:  
- Lumber Company



To the Honorable W.T. Miller Judge of the Circuit Court of Lee County

Humbly complaining your Orator, H.C.T. Richmond will respectfully show to your Honor that S. Bailey and W.T. Shepperson partners doing business under the firm name of S. Bailey and Company are justly indebted to him in the sum of Five hundred and forty three dollars and seventeen cents, (\$543.17) with interest thereon from the 15th day of August 1896, till paid; that said S. Bailey and the said W.T. Shepperson are each non residents of the state of Virginia; that they have property, effects and estate belonging to them situated in Lee County Virginia, which is held and owned by them in their firm name of S. Bailey and Company; that they are removing or are about to remove said estate or a material part thereof from this state, so that process of execution ~~XXXXXXXX~~ on a judgement obtained ~~obtained~~ by the ordinary course of law would be unavailing. Your Orator will now show your Honor that said firm of S. Bailey & Co. are lumbermen, that they have for some time been cutting timber, manufacturing and selling lumber at the town of Ewing in Lee County, where they now have on their lumber yard some 100,000 feet of lumber which they are preparing to remove from this County and state; that they contracted this indebtedness to your Orator in and about their business as said lumbermen; that a part of this said indebtedness is for payments made by your Orator for said firm of S. Bailey & Co. for sawing said lumber, which payments were made by your Orator at the special instance and request of the said S. Bailey & Co. another part of it is for orders paid for said firm at the special instance and request of the same, to employees of the said S. Bailey & Co. that another part of it <sup>is</sup> for sums paid by your Orator on account of having said lumber sawed for said S. Bailey and Co. which said sums were retained in their hands by the said S. Bailey & Co. and which they expressly bound themselves to pay to your Orator; and the residue of said sum is for repairs made to a line of railroad, called "the Dunny line" which expenditures were made by your <sup>orator</sup> ~~respondent~~ and the said firm of S. Bailey & Co. under the express agreement that ~~ZZZZZZ~~ your Orator should first pay for said expenditures and repairs, and that then the said S. Bailey & Co. should repay them to your Orator, and your Orator avers that he did make said ~~pay~~



payments, amounting to about the sum of \$238.00, and that the said S. Bailey & Co have refused and still refuse to pay the same to your Orator. Your Orator will here show your honor that in reference to said expenditures on said "Dummy line" the same were to be paid out of the earnings of said line, and that the said S. Bailey & Co. expressly bound themselves to run said line or have it run and to repay ~~XXXXXXXX~~ to your Orator the expenditure thus made thereon and he here shows your Honor that in this particular they have wholly failed to comply with their solemn undertaking, that they have failed to run or have said "Dummy line" run and have failed to pay to your Orator the sums so expended by him. Now the object of this bill is to enforce the collections of said several sums of indebtedness amounting to the sum of \$543.17, as aforesaid and to attach the effects of said S. Bailey & Co situated in Lee County Virginia and subject the same to the payment of your Orators debts, they the said S. Bailey and W.T. Shepperson being non-residents of the state of Virginia, and being without adequate remedy at common law, he prays your Honor's Court of Chancery to take cognizance of his cause and grant him proper relief, to this end he makes S. Bailey and W.T. Shepperson partners trading under the firm name of S. Bailey & Co. the parties defendant to this bill and prays that they be required to answer the same, but they need not answer under oath as that is expressly waived, that their effects and estate situated in this county be attached and sold and the proceeds thereof applied to the payment of your Orators debt. And he prays for other and further relief both special and general as is suited to his case. May Spa. issue &c.

H. L. J. Richardson by  
dean ad

Pennington Bros  
Bureau & Hyatt  
Atty's



H. C. T. Richmond

vs  $\frac{1}{2}$  Orig Bill

S. Bailey & Co

1896, 1st Oct rules bill filed spa

2d as to H. S. Shepersen & S. N.

+ O. P. for non resident

11 2nd S. N. Confd & Could for  
O. P. to complete asto iron  
resident

11 1st Nov rules taken the  
last monday in Oct  
O. P. Complete & Cause set  
for hearing

Nov Term 1896 Contd

March Term 1897 Decree final

See Chy order Book 4

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Plffs Costs recovered

Clerk 9.63

Tax 1.50

Sheriff 1.50

Printer 6.00

atty 15.00

N. P. 3.75

Mts 4.06

\$46.44



To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of S. Bailey & Co. to a bill filed in this honorable Court against them by H.C.T. Richmond. The defendants say that the plaintiff's bill is not good and sufficient in law and if this they pray Judgment &c.

But if any other or further answer be deemed necessary, answering they say that some time prior to ~~June~~ <sup>Aug.</sup> 15th 1896 the plaintiff sued out an attachment at law against your respondents as absconding debtors and non-residents, which attachment was tried in the county court of Lee County, Virginia, and a verdict and judgment rendered in favor of your respondents, in which they recovered their costs amounting to \$\_\_\_\_\_, which costs have not been paid but are still due your respondents. Immediately upon the trial of that issue, and its results being known, the plaintiff sued out his present action for the same causes no doubt that induced the first action. These respondents admit that they reside in the State of Pennsylvania; they also admit that their firm is correctly styled in the bill; and that they are lumbermen by occupation. All of these facts were well known to the plaintiff at the time of and before he had any dealings with them. They had an established business at Ewing, near the plaintiff's, where they carried on their business of manufacturing lumber and shipping it to different States and cities of the Union for market. They deny that they were closing out their business or contemplating the abandonment of their work at Ewing, but upon the contrary were in good faith pursuing it in the manner in their judgment best suited to their interest, and it was the plaintiff's action, together with others, instigated and advised by him, that interfered with and for a time has put a stop to their operations. So much by way of explanation.

These respondents admit that they employed J.D. Yarbrough who operated a saw-mill to saw and cut their logs into boards, for which they were to pay him \$2.65 per one thousand feet; that they employed a dummy line railway the same situated, to haul their logs from the woods to the mills at \$1.35 per one thousand feet. For this amount



they held themselves liable and agreed to pay the same to Mr. Richmond in this way, \$2.00 of the saw bill per thousand was to be paid on estimates from time to time as the work was done, to be paid on the 15th of each month succeeding such work, sixty five cents, was to be paid on final measurement and returns from sales, all of which had been fully paid as they same fell due under the contract and that was due at the time of suing out the attachments at law. There was an amount of \$125.00 that fell due on Aug. 15th (after said attachment was sued out) which but for said attachments would have been promptly paid on the 15th of Aug. according to contract. By agreement between the parties since this litigation was begun there was some shipments made in December 1896, the retainer for which would be \$16.05, properly payable on the 15th of January 1897. These two items are the only amounts remaining unpaid of the dunny line and saw bills for which these respondents are or ever were liable to the plaintiff or anyone else. These respondents deny, therefore that they owe the plaintiff any sums whatever other than these two items, and they offered to pay the \$125.00 immediately upon the termination of the trial at law, the other is matter of agreement and has nothing to do with this suit. They deny positively that they were to run or have run and operated the said dunny line, or that they were to pay any repairs for the same, over and above the \$1.35 per thousand for logs actually hauled by it. They deny equally positively that they were to pay the plaintiff or anyone else any sums for the operation of said saw-mill over and above the \$2.65 per one thousand feet actually sawed by it. Any other sums paid by the plaintiff on account of said dunny line or said saw mill are gratuitous upon his part and at his own risk, so far as these defendants are concerned. They deny that they ever authorized him to pay the orders given by J.D. Yarbrough or the dunny line or anyone else on account of said work. They had nothing to do with the conduct of that business. They simply agreed to pay the amounts above stated, no more.

Respondents see filed with the plaintiff's case an itemized statement against them by the plaintiff of \$95.45, the correctness



of which they see is admitted by G.W.Saulsbury, Esq., one of their Attorneys, except the item of \$24.50, which last item your respondents understand had been paid by J.D.Yarbrough. Your respondents' admission was simply that if held correct by Mr.Yarbrough they had in their hands the above named sum of \$125.99 which could be paid on this or any other amount that Mr.Yarbrough might direct. They do not admit that before these orders were given they agreed to pay them, nor do they now admit that they are correct any further than as as verified by the said Yarbrough.

In Feby.1896 these respondents, having before that time conducted their business by making certain advancements not here necessary to be detailed, concluded to make some change in their business affairs, and at that time they entered into an agreement to pay the saw mill and dunny line as before detailed. And at that time they notified the plaintiff that they would hold and pay to him the amounts above stated of \$1.35 per thousand to the dunny line and \$2.65 to the saw-mill as above detailed, and they notified him positively that they would make no advancements for work done after that time or pay any sums above the amounts stated, and they aver that they have paid these sums, the monthly payments as they fell due and the retain on shipments as returns were sent in for all and each of which they have the plaintiff's receipts up to and including July 15th 1896, all that was due before the suing out of said attachment at law. They deny therefore that they are liable to the plaintiff for any sum or sums other than those herein admitted.

They deny each and every allegation not herein specifically denied or admitted. And having now fully answered they pray to be hence dismissed with their costs &c.

*G. W. Saulsbury*  
*and Prichard & Bunde.*







H.C.T.Richmond

vs.

S.P.Bailey & Co.

This cause came on again this day to be further heard upon the papers heretofore read in said cause and the deposition of J.D.Yarbrough filed November 1897, and was argued by counsel. On consideration whereof and it appearing to the Court that there has been shipped by said S. Bailey & Co. 103,839 feet of lumber for which they are due to the said plaintiff 65 cents per thousand feet; it is therefore judged ordered and decreed that H.C.T.Richmond recover of S.Bailey and W.T.Shepherdson partners doing business under the firm name of S.Bailey & Co. \$ 61.37 with interest thereon from the 15th day of May 1897 till paid and any additional costs which may have accrued in this cause since the last decree was rendered, to be taxed by the Clerk, and the plaintiff may have execution for the same and this cause is stricken from the docket.



H. L. T. Richmond

Ms-3 Deane

J. Bailey 760

Em. C. O. B. No. 6 p. 32.

Enter this Deane

Mr J. M.

Nov. 5<sup>th</sup>, 1897



H. C. T. Richmond, Complt.

vs.

S. Bailey & Co. Defs.

} In Chancery.

This cause came on this day to be heard upon the bill of the complainant, and exhibits filed therewith, the answer of the defendants filed therein by leave of the court and replication thereto, the deposition of witnesses filed therein by both complainant and defendants and exhibits with depositions and was argued by counsel: On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered and decreed that said H. C. T. Richmond recover from said defendants the sum of \$212.99 with legal interest on \$196.94, a part thereof from August, 15<sup>th</sup> 1896 till paid and with interest on \$16.05 the residue thereof from Sept. 15<sup>th</sup> 1896 till paid and his costs in this suit; and the Sheriff of this county will at once take possession of a sufficient amount of the property and effects of said defendants heretofore attached on in this cause to pay said recovery and costs; and it is further adjudged, ordered and decreed, that said H. C. T. Richmond be appointed receiver of the same.



Cover the sum of \$34.04, known as a certain  
That if said sum of money, interest  
thereon and costs of this suit be not  
paid within 30 days from this date,  
then the Sheriff of this County, will,  
after advertising the time, terms and  
place of sale for 30 days by written  
or printed notices posted in three  
public places in this County, one of  
which shall be at or about Ewing,  
post-office in this County, at Ewing  
depot, offer for sale at public  
auction to the highest bidder for  
cash in hand enough of the property  
and effects of said defendants  
herein attached on, to pay said  
sum of money, its interest the  
complainant's costs in this suit and  
commissions of sale, and when he  
has done so, he will report his action  
to the Court. But be it understood  
that the Court doth not determine  
or adjudge the rights of the parties  
in this cause as to future shipments  
or shipments made during the pendency  
of this suit of lumber sawed by J. D.  
Yarbraugh <sup>after Feb 25<sup>th</sup> 1896</sup> and on which ~~there~~ <sup>the</sup> retain  
has not been paid by said defendants to  
said complainant. And this cause is  
continued.



C 7.32  
 Tot 1.80  
 Printer 6.00  
 Shift 1.00  
 atty 15.00  
 M.P. 3.75  
 wits 4.06

( \$ 38.13 )

this is approximately  
 correct but cannot say  
 that it is entirely correct  
 for I have not had time  
 to thoroughly go through  
 the & will not have for  
 several days  
 A.B.M.

H. L. P. Richmond

vs. } Scene No. 1

S. Bailey & Co

Ex. C.D.B. p. 570.

Enter this  
 March, 10<sup>th</sup> 1897.



The deposition of J.B. Richmond  
and others Taken pursuant  
to agreement at the Office of Pennington  
Bro in the Town of Jourdsville on the  
8<sup>th</sup> day of March 1897 which deposition  
is intended to be read as evidence  
in the Chancery case of H.C.T. Rich-  
mond against J. Buckley & Co on  
behalf of the Plaintiff.

Present the Plff & his attorney?

The Sift W.T. Shepperson and  
A. A. Saulsbury one of his Atty's

1. Do you the parties to this suit?

Ans. I know the Plaintiff and W.T. Shepper-  
son one of said Defendants.

2. Did you in July 1896. at your father's  
store near Ewing Virginia <sup>hear a conversation</sup> between  
your father and W.T. Shepperson in  
reference to what is called the "old  
retain", if so please <sup>state</sup> what was said  
and who was present.

Ans. I did hear a conversation at my father's  
H.C.T. Richmond's store in July 1896. be-  
tween Mr Shepperson and my father. My  
father asked Mr Shepperson what had be-  
come of the old retain. Mr Shepperson  
replied 'I will be frank with you the  
old retain will never come back here  
And my father asked him if it was not



the contract that it should come back  
and he answered that it was, but that  
it would never come. my father answered  
we will see or words of that kind. Mr  
Shefferson Mr Yorbrough my father  
and myself were present.

X 4

1 What is the old?

Ans

I do not know.

with claim

1 day .50

32 miles 128

\$1.78

And further this deponent saith not

J. W. Richmond

J. L. Yarbrough introduced  
by complainant.

- (1) State of Richmond, S. Bailey & Co  
and Yarbrough & McRob did  
not have a contract in 1895  
in which said Richmond was  
to have the full earnings of  
the mill under that  
contract; and what became  
of this contract.

Ans.

About Oct., 15th 1895, Mr. Rich-  
mond taken myself & H. F. Shep-  
perton on the back porch of  
his store, and asked me if I  
would not agree for Mr  
Shefferson to turn over to  
him on pay day the full



earnings of the mill. I agreed  
to that and Mr. Shipman  
agreed that he was willing to  
~~do any thing~~ to help the  
business along, and he would  
pay Mr. Richmond all that  
was due us on pay days.

This seemed to be satisfactory,  
and was all that was said  
about it at that time. This  
contract so made ceased in  
Feb., 1896. When this contract  
ceased there was on the yard  
about 90000 feet on which  
the retain would be due  
when shipped.

The defendants J. Bailey & Co  
object to the deposition of J. E.  
Forbrough a voir taken because  
his deposition has been previously  
taken in this case.

J. W. Faulstich  
for J. Bailey & Co.

and further this deposition is  
sufficient.

J. E. Forbrough

that claim  
1 day .50<sup>c</sup>  
32 miles 1.28  

---

1.78



H. C. T. Richmond another witness  
being duly sworn deposes & says.

1. What relation do you bear to this case?

Ans. I am the Plaintiff.

2. Why do you claim that S Bailey & Co  
are indebted to you. in the sum of \$34.<sup>00</sup>  
for what is called the "Old retain" State  
all about it?

Ans. In the fall of 1895, Yorbrough. W. T.  
Shepperson and myself entered into  
an agreement, that I was to have the  
full earnings of the mill, and to pay  
off Yorbrough's orders for mill service  
This arrangement was carried out  
so far as I know, till the February  
pay day 1896. The mill shut down  
as I remember sometime in January  
1896. After receiving the January  
earnings at the February pay day, the  
Mill Company owed me over \$300.<sup>00</sup>  
There was a considerable amount  
of lumber then stacked on the yard  
The retain, of 65 cents per thousand  
would be due me when the lumber  
was shipped, In the latter part  
of February 1896. The new arrangement  
spoken of, was made between H. T. Shep-  
persen representing S Bailey & Co



J. D. Gorbrough & myself. By this  
 new arrangement the full earnings  
 of the mill was to be paid to me  
 I, to pay the orders of the mill less, only  
 so far as the earnings of the mill would  
 go. We had a very successful run for  
 March, the first month under the  
 new arrangement. At the April pay  
 day, when the statements for March  
 were presented, there appeared on  
 that statement, as shipped, of the  
 old stock 52000 feet, which was left  
 blank as to price and amount. Mr  
 Gorbrough Mr Shepheard, Mr Welch  
 the bookkeeper of S Boyer & Co and  
 myself were in my Post Office  
 Mr Gorbrough raised the question  
 as to why they had not brought the  
 amount of the "Old retain" I do not  
 remember what Mr Shepheard or  
 Mr Welch said. Mr Welch said it  
 would be much easier for him and  
 not complicate matters, for to let the  
 "Old retain" come along in the same  
 month with the new business, that  
 was agreed to, by all of us. Mr Gorbrough  
 and Mr Welch did the talking, Mr Welch  
 said when he returned to Middleboro  
 he would send a check for the amount to me



At the May pay day I do not remember what was said, if anything, about it at the June pay day, as I remember Mr Welsh was either sick or had gone North to spend a few days on account of his health, at the July pay day I said to Mr Shepperson, I want the money on that "old retain". Mr Shepperson said I will be frank to say it will never come to you, I said, "Mr Shepperson, was it not the contract that it was to come to me" he says "it was but it will never come". ~~And~~  
It never has come.

3 In reference, to the balance of your account, mentioned in your bill how much if anything has been paid to you or settled <sup>since the institution of this suit</sup> and how much is still due you?

Ans Mr Gortough has paid me the item of \$24<sup>00</sup>. The Street Railway Co has agreed to pay me the amount due on account of the Dummy line, which is \$238<sup>00</sup>. The balance is still due me. In my account, I claim, \$191<sup>00</sup> for retain, a part of the lumber on which this retain is due has not been shipped. The retain due me



on that part already specified amounts to something over \$140.<sup>00</sup> as shown by the statements of S Bailey & Co filed by W. J. Shepardsman with his deposition.

4 You have filed some orders with your account, on the amount of said orders due you, and do said orders have anything to do with the mill, if not what are they for?

Ans. The orders are due me, they have nothing to do with the mill but are for loading lumber for S Bailey & Co.

X examined by W. J. Shepardsman  
1<sup>st</sup> In speaking of the Mill Co, owing you \$300<sup>00</sup> in answer to question 2. If your direct examination, who do you mean by the Mill Co.

Ans. I meant the old Co, Fisher & McHabb,  
Q<sup>nd</sup> Then you are not claiming that sum of the debt.

Ans. I am not the amount of the

3<sup>rd</sup> What did that

retain on lumber then on the yard on the commencement of the New deal in Feb'y 96, but I agreed it might come in the new business

3<sup>rd</sup> What did the old Co, owe S Bailey & Co in Feb'y 1896.



Ans,

I don't know exactly, but my  
recollection about ~~\$360~~<sup>or</sup> \$460

4<sup>th</sup> Then as I understand you what  
you claim to be due at this time is  
\$140<sup>00</sup> \$70<sup>00</sup> & \$34<sup>00</sup> or that sum with  
the odd Cents that may be to each of  
said sums which would make a  
total of about \$245<sup>00</sup> is that correct.

Ans,

No Sir you owe me \$190 on Mill  
orders and \$70<sup>00</sup> & some Cents on orders  
by S. Bailey & Co.

5<sup>th</sup> You now say that S. Bailey & Co. owe  
you \$191 dollars on Mill orders, where  
are those orders?

Ans. Those orders are at home

6<sup>th</sup> Will you please file the said orders  
as a part of your deposition marked  
1, 2, 3 &c.

I do not file those orders  
because the entire earnings of  
the Mill is to be paid to me  
the Retain due on all  
Shipments since 1<sup>st</sup> day  
July as well as the \$3400  
Retain on old lumber  
shipped in March is  
due me under the  
Contract,



7<sup>th</sup> Are you to be the judge of whether you are to file said orders or not?

Ans.

There is nothing in my contract requiring me to file orders —

8<sup>th</sup> At the time you filed your suit against S. Bailey & Co in the County Court July 1846, how much was then due you from said S. Bailey & Co objected to by because irreducible & immaterial

Ans.

Duncan & Hyatt,

Ans. Thirty-four dollars on old retains then due & \$70<sup>00</sup> & some cents of S. Bailey & Co's orders, the amount of retain to be shipped in July would be payable in Aug.

9<sup>th</sup> Are you not mistaken as to the \$70<sup>00</sup> is it not a fact that they were due at Aug. pay 1846.

Ans.

S. Bailey & Co has paid me that kind of order at any time some time the day they were <sup>given</sup> ~~due~~, but in this instance I expected to wait until Aug. pay day.

10<sup>th</sup> What had you paid to S. Bailey & Co for the \$34<sup>00</sup> that you denominated as the old retains?

Ans.

I have explained in my deposition



the full purport of the old retains.  
11<sup>th</sup> How do you know that Mr  
Welsh was the general manager of  
J. Bailey & Co in 1896.

Ans

He told me so, he entered up  
statements & drew check and  
rendered statements, while he was here.

12 Then do you decline to file the  
orders which you denominate  
as Mill orders and are claiming  
against the defendants \$191<sup>00</sup>

Ans I do not - I have  
the order - and am  
ready to file them  
if required to do so -  
I again say there is  
nothing in the contract  
with J. Bailey & Co  
requiring me to  
do this - They paid  
over to pay me  
the full earnings of  
the Mill - which  
as I understood it  
was \$2.00 per thousand  
on estimate only



65 cts on retain - when  
they have done this and  
pay also the \$34<sup>00</sup> due  
on old retain - I will  
pay just myself the  
\$191 - and the bal on  
outstanding order in the  
county - unpaid, as  
I learn  
And further this  
deponent says not

H. C. Richmond

By  
Virginia Lee Co to wit -

I do bear a solemn oath  
for the County and State aforesaid  
to certify that the fore-  
going depositions of J. S. B. Richmond  
G. B. Yarbraugh & H. C. J. Richmond  
were duly taken sworn to, sub-  
scribed to before me, at the time  
& place & for the purpose in the Cap-  
tion heretofore mentioned -

Given under my hand Nov. 9 1897  
O. O. O. O. O.



A. C. T. Richmond,  
Depositions  
of J. B. Rich-  
mond, Garb-  
rough & H. J.  
Richmond for  
plot.

S. Bailey & Co

Filed in office  
Court March 9.  
1897.

A. B. Murray

Noton's fee. \$1.50  
wit. J. B. Richmond 6.78  
J. D. Garbrough 1.78  
\$10.06



The deposition of W.T. Shepperson, taken at the law office of Pennington Bros. at Jonesville, Lee Co. Va. on the 9<sup>th</sup> day of March 1896, by consent of the parties, to be read as evidence on the behalf of the defendant in an action now pending in Chancery, in the Lee County Circuit Court, wherein H.C. Richmond is plaintiff and S. Bailey & Co. are defendants, present representing the plaintiff E.W. Pennington and representing defendant G.W. Kunkelberry, the witness being of lawful age, and duly sworn deposes & says

1<sup>st</sup> State your age residence and occupation and what connection you have with this action.

Ans. I am 38 years old, reside in Daville Va, and my occupation is that of a lumberman, and I am one of the defendants being the Co. to S. Bailey & Co.

2<sup>nd</sup> Have you heard Mr Richmond the plaintiff testify in this action about the \$34<sup>00</sup> which he denominates as the old stain?

Ans. I have.

3<sup>rd</sup> Does S. Bailey & Co. owe the said H.C. Richmond said \$34<sup>00</sup> or any



part of same

Ans. They do not.

5<sup>th</sup> Was there ever any agreement or arrangement, by which the said S. Bailey & Co was to pay said sum of \$34<sup>00</sup> to the said Prichmond, or did he (Prichmond) in any way ever pay to the said Bailey & Co, anything for said \$34<sup>00</sup>

Ans. There was never ~~never~~ any such arrangement, nor did the said Prichmond ever in any way pay the said S. Bailey & Co anything for said \$34<sup>00</sup>

5<sup>th</sup> What relation had, had Mr B. G. Welsh with the firm of S. Bailey & Co

Ans. He was employed as book keeper only.

6<sup>th</sup> Had he (Welsh) any authority to make contract or bind the said S. Bailey & Co in any way,

Ans. He had not.

X Examined.

Ques. 1 Did not your firm send Mr. Welsh to tracing with statements of <sup>and he with</sup> firms business, draw checks in payment of demands against



the firm and make settlements  
for the firm

Ans. She did not come to Ewing with  
statements of the firm's business  
she <sup>did</sup> draw checks and pay bills  
with my authority to do so. She  
made no settlements for the  
firm, he only paid bills.  
She did all the clerical work  
subject to my approval before  
it went out.

Ques. (2) Was not Mr. Welsh, at Ewing  
with statement of accounts, rel-  
ative to the firm's business  
at Ewing?

Ans. More than likely that he was;  
that was a part of his busi-  
ness.

And further this deponent  
saith not.

W. J. Shepperson

Virginia Lee Gentry to wit -

I do, leave a Notary public  
in & for the County & State of for-  
said do certify that the fore-  
going deposition of W. J. Shep-  
person, was duly taken, sworn  
to & subscribed before me at  
the time & place & for the purposes



in the caption hereto mentioned  
Given under my hand this  
March 9, 1897.

B. E. Clark N.P.

Notary fees, \$1.50  
paid by S. Bailey & Co.

W. J. Richmond,  
vs { Deposition of  
W. J. Shepperson  
for Debt.

S. Bailey & Co.

Filed in open court  
March 9<sup>th</sup> 1897.

W. J. Ramsey Clerk



Virginia Sec co. Court

The foregoing  
deposition of J. S. Yarbrough  
was taken before me, sworn  
to and subscribed by said Yarbrough  
in my County aforesaid this  
The 30th October 1897

HCSJR Ichmond J. S. —

H. L. J. Richmond

vs } Depos

S Bailey & Co

Received by mailing  
good condition and  
filed November 1897  
A. B. Munnery Clerk



H.C. F. Richmond }  
 vs } In Chancery.  
 S. Bailey & Co }

The depositions of J. D. Yarbrough taken before me, H.C. F. Richmond, Jr., a notary public in and for Lee County, Virginia, on Oct. 30<sup>th</sup>, 1897, + between the hours of 8 A.M. and 4 P.M. of that day, at the store-house of H.C. F. Richmond at Towing, Lee County, Va., pursuant to the notice hereto attached, which depositions are to be read in behalf of H.C. F. Richmond, in a certain suit in Chancery, now pending in the Circuit Court for Lee County; wherein said H.C. F. Richmond is Complainant and S. Bailey & Co are defendants.

Present W.H. Pennington for Complainant.

J. D. Yarbrough a witness of lawful age after being duly sworn



deposes as follows:-

Ques. 1<sup>st</sup> If you know please, state how much of the lumber sawed <sup>since Feb. 25<sup>th</sup> 1896</sup> by you, for S. Bailey & Co. have been shipped since the institution of this suit, Sept 24<sup>th</sup> 1896.

Ans. in all there has bin shipped 107 611 ft of all kinds and on witeb there was a Retain to be Paid H & H Richmond of 65 cb P thousand ft - on 103839 ft and \$2 25 cb on 3772 ft. Of said 107611 ft 24788 ft there of was shipped in the month of Dec 1896 and the Residual there of was shipped in Feb. March & April 1897 according to my calculations the Retain due for shipments in 1897 amount to \$41.37 cb -

I dont know wether this Retain has Bin Paid. Said Richmond or not - it has not Bin Paid to me.

and further this deponent saith not -

J D Garbary



The deposition of James S Gorbrough  
Taken pursuant to  
agreement at the store house of H. C. T.  
Richmond at Ewing Lee County Va  
on the 20<sup>th</sup> day of November 1896, before  
H. C. T. Richmond Junr. a Notary Public  
in and for Lee County Va to be read as  
evidence on behalf of The Plaintiff in  
a suit in chancery now pending in the  
Circuit Court of Lee County Virginia  
in which H. C. T. Richmond is Plain-  
tiff and S Bailey and W. T. Shepperson  
partners doing business under the firm  
name of S. Bailey & Co. are defendants  
Present J. W. Cunningham & C. T. Newsum  
of counsel for Plaintiff and  
G. W. Sainsbury counsel for Defendants  
James S Gorbrough a witness intro-  
duced by Plaintiff deposes & says.

1 Please state your age residence  
and occupation.

Ans.

I am thirty years reside at  
Ewing Va I am in the saw-  
mill-business.

2 Please state if you have at any time  
been engaged in sawing lumber for  
the defendants S Bailey & Co. or



Ewing, when you began, where you  
ceased, and the terms of the contract  
under which you did said work.

Ans

I have been engaged in sawing lum-  
ber for S. Bailey & Co at Ewing. I began  
in June 1895, and have <sup>sawed</sup> since for them  
since June 1896. In February 1896,  
about the 23 or 24<sup>th</sup>, Mr. Sheffer saw  
one of the firm of S. Bailey & Co. Mr  
H. C. T. Richmond and myself agreed  
that I should go on and saw the timber  
of S. Bailey & Co at Ewing, at the price  
of \$2.65 per thousand for sawing and  
stacking, and that S. Bailey and Co  
should pay to H. C. T. Richmond for  
said sawing, I mean the earnings of  
the mill in said sawing, and that  
said Richmond was to pay the run-  
ning expenses of said mill out of  
the earnings of said mill. And it was  
further agreed that if the mill earned  
anything more than running expenses  
that said surplus should be divided  
between S. Bailey & Co & H. C. T. Richmond  
on a debt that Gorbrough & McMath,  
who had before that been ~~sawing~~ running  
said saw mill at Ewing owed them.



It was further understood and agreed that Richmond was not to pay out any thing more than the mill earned.

Of the two dollars and sixty five cents \$2.65 was to be paid on the estimate on the 15<sup>th</sup> of each month for the preceding month and the 65 cents the residue to be paid, was to be paid on the 15<sup>th</sup> of the month next after the lumber was shipped.

- 3 What do you mean by "estimate" as you use it above, and how were these estimates made.

Ans.

The lumber was stacked or put on sticks and we estimated the amount by counting the stacks and by counting the layers in each stack, and estimating the ~~number~~ number of feet in each layer.

4. How much lumber did you saw, taking your estimates as the guide, from February 25<sup>th</sup> 1896, to the time you ceased sawing?

Ans.

I do not know exactly, but from estimates returned to me by W. T. Shipman I think about 276,296 feet

- 5 Of this how much has been shipped

Ans.

I think there has been shipped about 178,000 feet.



I got at this by my estimate of what  
lumber is still on the yard which I esti-  
mate at about 98000 feet.

6. Please state anything you may know  
of the agreement by Mr. Shepesson  
to turn over to Mr. Richardson, the "old  
retain", I mean, the 65 cents per 1000 feet  
on lumber sawed by <sup>McKabb</sup> ~~the~~ prior to  
Febry 25<sup>th</sup> 1896.

Ans

At the April pay day 1896, there had  
been shipped about 52000 feet of the  
old stock, which Mr Shepesson showed  
on his statement, but did not bring  
the money to pay said retain on it,  
I asked Mr Shepesson why he  
had not brought the money for that,  
Mr Shepesson, as well as I remember  
said that he would keep that in reserve  
that it was likely for some reason  
the mill would not make expenses  
and I suggested that this was not  
right that the proper way was to  
square everything up on every pay  
day. And Mr. Hilek. ~~agreed~~ The  
Book Keeper of S Bailey & Co. agreed  
with me, and said when he went  
back to Middleboro he would send  
a check for the amount which was



some \$32.00 to \$34.00 but he never sent said check so far as I know. Mr Shepperson Mr Richmond and Mr Walsh and myself were all together when this conversation occurred.

7. Does that 276,296 ft embrace all the sawing done by you for S Bailey & Co. the pay for which was to pass through Mr Richmond's hands if not what else did you saw for them

Ans

I sawed cross ties

- 8 How many cross ties did you saw and at what price per tie

Ans.

I do not remember the number of ties, but the price was 8 cents per tie for all ties sawed at the Mill at Zwiny and  $7\frac{1}{2}$  cents per tie for ties sawed at the Mill in the woods. This price includes sawing and loading.

- 9 Where do S Bailey & W. T. Shepperson live

Ans.

I only knew from what they tell me. S. Bailey tells me he lives at Harrisville Pennsylvania and Mr Shepperson at Riverside Pa.

x

10. I see charged on Mr Richmond against S Bailey & Co. an item 12 $\frac{1}{4}$  days



\$2.00 amounting to \$24<sup>50</sup> is this item correct and should it be paid by J Bailey & Co to Mr Richmond?

Ans The item is correct. That item is for my labor at ~~the mill~~ in July 1846, in inspecting lumber for J Bailey & Co. <sup>in July 1846</sup> and in July, when we all had some disagreement. Mr Richmond asked <sup>me</sup> in presence of Mr Shepperson if he Richmond was to have my earnings for inspecting lumber in July. I answered yes Sir, I am owing my my supplies from you Mr Richmond and my earnings are to go to you as heretofore. I do not remember that Mr Shepperson took any exception to this or said anything in reply to it.

11. Has Mr Richmond paid or settled this sum with you.

Ans He has given me credit for it, on my account with him.

Now examined by L.W. Salisbury atty for J. Bailey & Co  
p. 4 Is it not a fact that the settlements under the contract you have mentioned of July 24<sup>th</sup> 1846 were made



all were satisfactory with the  
Rushman, including the July pay

Ans. As they were made and satisfactory  
except part of retain that has  
not been paid.

2 About how much of the retain  
at the July pay, was ~~not~~ <sup>unpaid</sup> paid?  
Ans. If I remember right it  
was about three dollars paid

3<sup>rd</sup> Do you know how much  
retain was due at the July pay  
1896, I mean of the lumber that  
had been shipped which had  
been saved under the Contract  
of July 24<sup>th</sup> 96.

Ans. I don't know without looking  
at my books which I will examine  
and answer in this question  
After examining books, I can say  
that there was about \$25.39 due  
on retain at the July pay 96.

4<sup>th</sup> Is it not a fact that a portion  
of the lumber, I mean a portion  
of the 226,296 was at a less price  
than \$20.00 per thousand, if you  
answer yes, what about how  
much it was at a lower price.

Ans. I don't know but if there was  
it was only about 4000 feet  
which was to be at \$1.50 per ft

5<sup>th</sup> Have you stated all you know  
about the return, which was to  
be paid to Richardson out of the  
stock known as the old stock.

Answered prior to February 1876  
I have stated all I remember  
just now.

+ 6<sup>th</sup> Is it not a fact, that J. Bailey  
who paid you for the 12 1/4 days  
charged in Richardson's account  
filed herewith, which labor was  
performed by you in inspecting  
him for J. Bailey & Co. in July 76,  
Ans. Yes they have paid me more  
than that since that time but  
I did not understand it was  
for that work.

7<sup>th</sup> At the conversation you have  
referred to about the 12 1/4 days  
work, J. Bailey & Co. did not agree  
to pay same to H. J. Richardson  
did they?

8<sup>th</sup> I have not mentioned that



Mr Shippers making any answer to it.

9<sup>th</sup> The Contract you have referred to between yourself, Richman and S. Bailey & Co. is it not a fact that it was expressly understood between S. Bailey & Co. & H.C. & Richman, that S. Bailey & Co. was not to be liable for the Richman, for anything above & above the earnings of the Mill, Ans. That was the intention of the parties.

10<sup>th</sup> Can it be determined, how much is due Richman under the Contract of Feb'y 24<sup>th</sup> 1896, until the lumber now on the yard is measured and shipped, which has been attached by the Richman in this action? Ans. Yes.

And further the depositions of the not. - J. D. Garbrough

Virginia, In County, to wit: L. H. C. P. Richman, for a notary public, in and for the County,

and State aforesaid do certify  
that the foregoing deposition  
of J. D. Yarbrough was duly  
taken, sworn to and subscribed  
before me in my County aforesaid  
and for the purposes  
mentioned in said caption.  
Given under my hand this  
20th day of Nov. 1896

H. C. [Signature] J. H. D.



Richmond  
vs 3 Depts.

S Bailey Treas  
Recd from the  
Richmond & the AP  
for whom taken and  
led Nov 24th 1886  
J B Munsey Clerk

Polong's fee 2.25  
Witness 50  
2.75  
Paid by H. C. J. Richmond

In The Circuit Court for The County of Lee;

H. L. P. Richmond Plaintiffs,

vs.

In Chancery

~~Shepperd & Co.~~  
S. Bailey & Co.

Defendants.

This day H. L. P. Richmond

\_\_\_\_\_ personally appeared before me, A. B. Muncey,  
Clerk of the ~~Circuit~~ Court for the county of Lee, and made affi-  
davit that the claim for which the above entitled suit is in-  
stituted <sup>is believed to be just -</sup> he and that he believes that the said H. L. P.  
Richmond is entitled to and ought to recover in the  
said suit \$ 543.17, at least, with interest thereon from  
the 15<sup>th</sup> day of Aug, 1896 till paid, and that to the best  
of the affiant's belief, the defendants, S. Bailey and W. T. Shepper-  
son, who compose the firm of S. Bailey and Co. are ~~are~~ not residents  
of this State and have estate and debts belonging to them, the  
said defendants within the said County of Lee, in which this  
suit is; and that the said defendants are removing, <sup>or about to remove</sup> or have re-  
moved their estate or the proceeds of the sale of their proper-  
ty, or a material part of such estate or proceeds out of this  
State, so that process of execution on a judgement obtained by  
the ordinary course of law would be unavailing.

H. L. P. Richmond  
Subscribed and sworn to before me this the 24<sup>th</sup> day of Sept.,  
1896.

A. B. Muncey  
Clerk.



H. C. F. Richmond

vs. J. H. Lovell

S. Bailey Sec. -

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 64

Ewing, Va., 7 9 1896

H. C. T. RICHMOND,

Pay

Sam. Lewis

35 Dollars  
100

in Merchandise, on demand at your store.

\$ 35-15 5 Pail & Paper



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 58

Ewing, Va., 7/7 1896

H. C. T. RICHMOND,

Pay Five Dollars

Dollars

100

in Merchandise, on demand at your store.

\$ Five Dollars

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_

Ewing, Va., \_\_\_\_\_ 189 \_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ 75.00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 31

Ewing, Va.,

7/10 1894

H. C. T. RICHMOND,

Pay George J. J. J.

10 Dollars

100

in Merchandise, on demand at your store.

\$ 10.15 S. B. Newman & Co. J. J. J.

H. C. T. RICHMOND,

Dry Goods, Groceries, Etc.

No.

## Ewing, Va.,

189 

H. C. T. RICHMOND,

## Pay

Dollars

100

**in Merchandise, on demand at your store.**

\$14



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 54

Ewing, Va., 7 7 1891

H. C. T. RICHMOND,

Pay Twenty Five

Dollars

100

in Merchandise, on demand at your store.

\$ 25.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 81 -

Ewing, Va.,

7/15 1894

H. C. T. RICHMOND,

Pay King

and

Yadla

100 Dollars

100

in Merchandise, on demand at your store.

\$ 100

A. B. NEWMAN & CO., KNOXVILLE



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 57

Ewing, Va.,

1896

H. C. T. RICHMOND,

Pay

Henry Gardner

100 Dollars

100

in Merchandise, on demand at your store.

\$

400.00 (back, etc.)

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No: 70.

Ewing, Va.,

189

H. C. T. RICHMOND,

Pay

*Twenty*  
*and Eight* *15* Dollars

100

in Merchandise, on demand at your store.

\$

*11585* *8* *Pay* *to* *order*



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 55

Ewing, Va., 7/11 1898

H. C. T. RICHMOND,

Pay King's

80 Dollars

100

in Merchandise, on demand at your store.

\$ 80.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 114

Ewing, Va., 7/29 1892

H. C. T. RICHMOND,

Pay

Rile C. C. C. C.

50  
100

Dollars

in Merchandise, on demand at your store.

\$

5015 8/15/92 R. C. C. C.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 124

Ewing, Va., 7/18/ 1896

H. C. T. RICHMOND,

Pay Rick Chapman

50 Dollars  
100

in Merchandise, on demand at your store.

\$ 50.15 Boiling & Peeling

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 102

Ewing, Va., 7/17/ 1894

H. C. T. RICHMOND,

Pay Kide Clifton

10 Dollars

100

in Merchandise, on demand at your store.

\$ 10 00 J. Bailey & Co.



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 113

Ewing, Va.,

7/29 1896

H. C. T. RICHMOND,

Pay

Abe Clifton  
and Father

100 Dollars

100

in Merchandise, on demand at your store.

\$

100 J. Paul, & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 121

Ewing, Va., 7/18/ 1896

H. C. T. RICHMOND,

Pay

One Hundred  
and No

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. Bailey & Co. 7/18/96



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 98

Ewing, Va., 7/17/ 1896

H. C. T. RICHMOND,

Pay

one dollar

50  
100

Dollars

in Merchandise, on demand at your store.

\$ 50.00 S. Barton & Co. 7/17/96

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 52 ,

Ewing, Va.,

7 1896

H. C. T. RICHMOND,

Pay

the Capital

81 Dollars

100

in Merchandise, on demand at your store.

\$

81.45

J. Bailey & Co.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 77

Ewing, Va., 7 10 1896

H. C. T. RICHMOND,

Pay

Abe Chapman

and Galloway

Dollars

100

in Merchandise, on demand at your store.

\$160

S. Bailey & J. L. J.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 54

Ewing, Va., 7/7 1896

H. C. T. RICHMOND,

Pay to the Cashier

40 Dollars  
100

in Merchandise, on demand at your store.

\$ 40.15 S. B. Newman & Co.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 44

Ewing, Va., 7/9 1896

H. C. T. RICHMOND,

Pay Abel Chapman

one hundred & fifteen 115 Dollars  
100

in Merchandise, on demand at your store.

\$ 115-25 - J. Bailey & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 92

Ewing, Va.,

7/15/ 1896

H. C. T. RICHMOND,

Pay

Alb Clifton

65 Dollars  
100

in Merchandise, on demand at your store.

\$

65.00 S. Bailey & Co. J. J. J.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 105

Ewing, Va., 7/17/ 1898

H. C. T. RICHMOND,

Pay Abu Clifton

one Dollar Dollars

100

in Merchandise, on demand at your store.

\$ 100 S Bailey

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 12

Ewing, Va., 7-2-189

H. C. T. RICHMOND,

Pay 100

100 Dollars

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 123 Ewing, Va., 189

H. C. T. RICHMOND,

Pay 100

Dollars

100

in Merchandise, on demand at your store.

\$ 100

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_

Ewing, Va., \_\_\_\_\_ 189 C

H. C. T. RICHMOND,

Pay \_\_\_\_\_

75 Dollars

100

in Merchandise, on demand at your store.

\$ 75-15 \_\_\_\_\_



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 136

Ewing, Va., 7 1891

H. C. T. RICHMOND,

Pay One hundred and no/100

Dollars

100

in Merchandise, on demand at your store.

\$ 100.00

DEALER IN

**Dry Goods, Groceries, Etc.**

No.

Ewing, Va.,

189

H. C. T. RICHMOND,

## Pay

Dollars

100

**in Merchandise, on demand at your store.**

\$

S. B. NEWMAN & CO., KNOXVILLE



$$\begin{array}{r}
 63 \\
 55 \\
 \hline
 118
 \end{array}$$

$$\begin{array}{r}
 150 \\
 30 \\
 \hline
 180
 \end{array}$$

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 173

Ewing, Va., July 1 1895

H. C. T. RICHMOND,

Pay cash

46 Dollars

100

in Merchandise, on demand at your store.

\$ 46.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 60

Ewing, Va.,

7/ 1896

H. C. T. RICHMOND,

Pay

40 Dollars

100

in Merchandise, on demand at your store.

\$



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 74

Ewing, Va., \_\_\_\_\_ 1892

H. C. T. RICHMOND,

Pay \_\_\_\_\_

35 Dollars

100

in Merchandise, on demand at your store.

\$ 35.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_ Ewing, Va., \_\_\_\_\_ 189\_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 11

Ewing, Va., 7/24 1895

H. C. T. RICHMOND,

Pay 41.50

75 Dollars

100

in Merchandise, on demand at your store.

\$ 75.00 B. S. Newman & Co. Knoxville



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_

Ewing, Va., \_\_\_\_\_ 189\_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 114

Ewing, Va.,

7/20/ 1895

H. C. T. RICHMOND,

Pay

John Smalwood  
one dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100 S. Bachy & Co. J.D.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 97

Ewing, Va., 7/17/ 1897

H. C. T. RICHMOND,

Pay John Smalwood

50 Dollars

100

in Merchandise, on demand at your store,

\$ 50.15 J. B. Baughman



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 91

Ewing, Va.,

7/157 189 4

H. C. T. RICHMOND,

Pay

John Smalwood

65 Dollars

100

in Merchandise, on demand at your store.

\$ 6506 J. Bailey & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 57

Ewing, Va.,

189

H. C. T. RICHMOND,

Pay

John D. Dismore

80 Dollars

100

in Merchandise, on demand at your store.

\$

8005 Shirley & Co. Dry

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 41

Ewing, Va.,

7/7 1896

H. C. T. RICHMOND,

Pay Five hundred

100 Dollars

in Merchandise, on demand at your store.

\$ Five hundred & no/100ths



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 51

Ewing, Va., 7 10 1894

H. C. T. RICHMOND,

Pay John - Donahoe

and Yalla 00 Dollars  
100

in Merchandise, on demand, at your store.

\$ 100 J. Bailey & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 69

Ewing, Va., 7/5 1896

H. C. T. RICHMOND,

Pay

John Smalman  
are called on 115 Dollars

100

in Merchandise, on demand at your store.

\$115.00 Spent by J. S. Smith

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 100

Ewing, Va., 7/11 1898

H. C. T. RICHMOND,

Pay

John S. Smaithood  
and 7 others

Dollars

100

in Merchandise, on demand at your store.

\$ 100 S. B. Bailey & Co. Cash



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_ Ewing, Va., \_\_\_\_\_ 189\_\_

H. C. T. RICHMOND,

Pay Five \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ 17.00 \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 18

Ewing, Va., 7/21 1899

H. C. T. RICHMOND,

Pay Balance Forward

95 Dollars

100

in Merchandise, on demand at your store.

\$ 95-1

DEALER IN

No. \_\_\_\_\_

Ewing, Va., \_\_\_\_\_ 189\_\_

Pay 100.00

100

\$ \_\_\_\_\_



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 15

Ewing, Va., \_\_\_\_\_ 189

H. C. T. RICHMOND,

Pay 15

Dollars

100

in Merchandise, on demand at your store.

\$ 15

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 11

Ewing, Va., 7 1891

H. C. T. RICHMOND,

Pay         

6 Dollars

100

in Merchandise, on demand at your store.

\$ 60.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 55

Ewing, Va., 7/25 1899

H. C. T. RICHMOND,

Pay to the order of

75 Dollars

100

in Merchandise, on demand at your store.

\$ 75



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 167 Ewing, Va., 189

H. C. T. RICHMOND,

Pay \_\_\_\_\_

Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 163

Ewing, Va., 189

H. C. T. RICHMOND,

Pay 100

Dollars

100

in Merchandise, on demand at your store.

\$ 100

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 135

Ewing, Va., 7-23 1899

H. C. T. RICHMOND,

Pay Five

Dollars

100

in Merchandise, on demand at your store.

\$ 5.00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 53 • Ewing, Va., 7 22 1898

H. C. T. RICHMOND,

Pay Edward L. Ladd

40 Dollars  
100

in Merchandise, on demand at your store.

\$ 40.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 90, Ewing, Va., 7/15 1895

H. C. T. RICHMOND,

Pay Leonard Luchy

\$5 Dollars  
100

in Merchandise, on demand at your store.

\$ 5.00 J. Barby & Co / 7/15/95

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 104 Ewing, Va., 7/17 1898

H. C. T. RICHMOND,

Pay Leonard Lacey  
one Dollar Dollars

100

in Merchandise, on demand at your store.

\$ 100 S Bailey & Co



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. \_\_\_\_\_ Ewing, Va., \_\_\_\_\_ 189\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_ Ewing, Va., \_\_\_\_\_ 189 \_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ 100.00

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 126 Ewing, Va., 7 23 1896

H. C. T. RICHMOND,

Pay Twenty Dollars

Dollars

100

in Merchandise, on demand at your store.

\$ Twenty Dollars



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 112 •

Ewing, Va., 7/18/ 1894

H. C. T. RICHMOND,

Pay Edward Tuckey

one dollar 200 Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. B. Newman & Co.

R. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 125

Ewing, Va.,

7/18/

1896

H. C. T. RICHMOND,

Pay

Leonard Ludy

one Dollar

Dollars

100

in Merchandise, on demand at your store.

\$

100 J. Bailey & Co / 7/18/96

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 94

Ewing, Va.,

7/19/

1896

H. C. T. RICHMOND,

Pay

Edward Ludy

50

Dollars

100

in Merchandise, on demand at your store.

\$ 50.00 J. Bailey & Co. J. J. J.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 54 Ewing, Va., 7/11 1894

H. C. T. RICHMOND,

Pay Leonard Ludy

80 Dollars  
100

in Merchandise, on demand at your store.

\$ 500 J. B. Ludy & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 76 Ewing, Va., 7 10 1896

H. C. T. RICHMOND,

Pay Twenty

and 10/100 Dollars

100

in Merchandise, on demand at your store.

\$100 S. Bailey & Co. Cash

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 100

Ewing, Va., 7 1891

H. C. T. RICHMOND,

Pay 100

100 Dollars

in Merchandise, on demand at your store.

\$ 100



$$\begin{array}{r} 178 \\ 90 \\ \hline 268 \end{array}$$

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 100

Ewing, Va., 7/15 1896

H. C. T. RICHMOND,

Pay Seven Dollars

75 Dollars

100

in Merchandise, on demand at your store.

\$ Seven Dollars

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 145

Ewing, Va., 189

H. C. T. RICHMOND,

Pay Twenty

100 Dollars

in Merchandise, on demand at your store.

\$ 20.00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 55      Ewing, Va., 7/7 1899

H. C. T. RICHMOND,

Pay Five

Dollars

100

in Merchandise, on demand at your store.

\$ 11.05

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 125 · Ewing, Va., 7/21 1898

H. C. T. RICHMOND,

Pay

Five Shillings

20 Dollars

100

in Merchandise, on demand at your store.

\$

20.25 Shillings and 6 pence

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 99

Ewing, Va.,

7/17/

1898

H. C. T. RICHMOND,

Pay

Lam & Co. Cash

35

Dollars

100

in Merchandise, on demand at your store.

\$

35005 & Barling & Co. Cash

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 55

Ewing, Va.,

7/11 1896

H. C. T. RICHMOND,

Pay to the order of

100 Dollars

100

in Merchandise, on demand at your store.

\$ 50.00



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 123

Ewing, Va.,

7/18/ 1896

H. C. T. RICHMOND,

Pay

One Hundred

and Dollar

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. Bailey & Co. / J. P. D.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 107

Ewing, Va., 7/17/ 1898

H. C. T. RICHMOND,

Pay one hundred

and ten Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. B. Newman & Co.

H. C. T. RICHMOND,

Dry Goods, Groceries, Etc.

No.

Ewing, Va.,

189

H. C. T. RICHMOND,

## Pay

Dollars

100

**in Merchandise, on demand at your store.**

\$

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 79 Ewing, Va., 7, 10 1898

H. C. T. RICHMOND,

Pay Five hundred

one dollar 00 Dollars  
100

in Merchandise, on demand at your store.

\$ 100 S. Bailey & Co.



STANDARD

M

July 7 1896  
J. Barley & Co

IN ACCOUNT WITH

H. C. Richmond

	1	Nails			5-
20	2 <sup>4</sup>	50	5		10
23	2	1/4 blue Nail	10		48

1874

17

---

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 47

Ewing, Va., 7/7/77

1896

H. C. T. RICHMOND,

Pay S. J. Richmond

20 Dollars

100

in Merchandise, on demand at your store.

\$ 2000 S. Bailey & Co. July 7/77

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 1

Ewing, Va., 189

H. C. T. RICHMOND,

Pay 100

Dollars

100

in Merchandise, on demand at your store.

\$ 100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 119

Ewing, Va., 7/20 1894

H. C. T. RICHMOND,

Pay Five Mags

50 Dollars  
100

in Merchandise, on demand at your store.

\$50.00 - 80 Bailey & Co. 7/20/94

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 56

Ewing, Va., 7-7 1896

H. C. T. RICHMOND,

Pay Five hundred

20 Dollars

100

in Merchandise, on demand at your store.

\$ 300.65

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 56

Ewing, Va., 7 11/18 1896

H. C. T. RICHMOND,

Pay Five other

50 Dollars

100

in Merchandise, on demand at your store.

\$ 50.15

S. Bailey & Co.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 78

Ewing, Va., 7/16 1896

H. C. T. RICHMOND,

Pay

him on charge  
and call on 100 Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Barber & Co. & Co.



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 45

Ewing, Va.,

7 7

1898

H. C. T. RICHMOND,

Pay Five dollars

20  
100

Dollars

in Merchandise, on demand at your store,

\$ 20.00

J. B. B. & Co. / 1898

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_ Ewing, Va., \_\_\_\_\_ 189 \_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

\_\_\_\_\_ Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_

Ewing, Va., \_\_\_\_\_ 189 \_\_\_\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

40 Dollars  
100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. \_\_\_\_\_

Ewing, Va., 7 189  

H. C. T. RICHMOND,

Pay \_\_\_\_\_

70 Dollars

100

in Merchandise, on demand at your store.

\$ \_\_\_\_\_



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 157

Ewing, Va., 25 1896

H. C. T. RICHMOND,

Pay 100

Dollars

100

in Merchandise, on demand at your store.

\$ 100

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 111 , —

Ewing, Va., 189

H. C. T. RICHMOND,

Pay 200

200 Dollars

100

in Merchandise, on demand at your store.

\$ 200

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 117

Ewing, Va.,

7/29 1896

H. C. T. RICHMOND,

Pay

Five dollars

and no more Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. B. Newman & Co. 7/29/96

S. B. NEWMAN & CO., KNOXVILLE

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 101

Ewing, Va.,

7/17/ 1898

H. C. T. RICHMOND,

Pay

Five dollars

35

Dollars

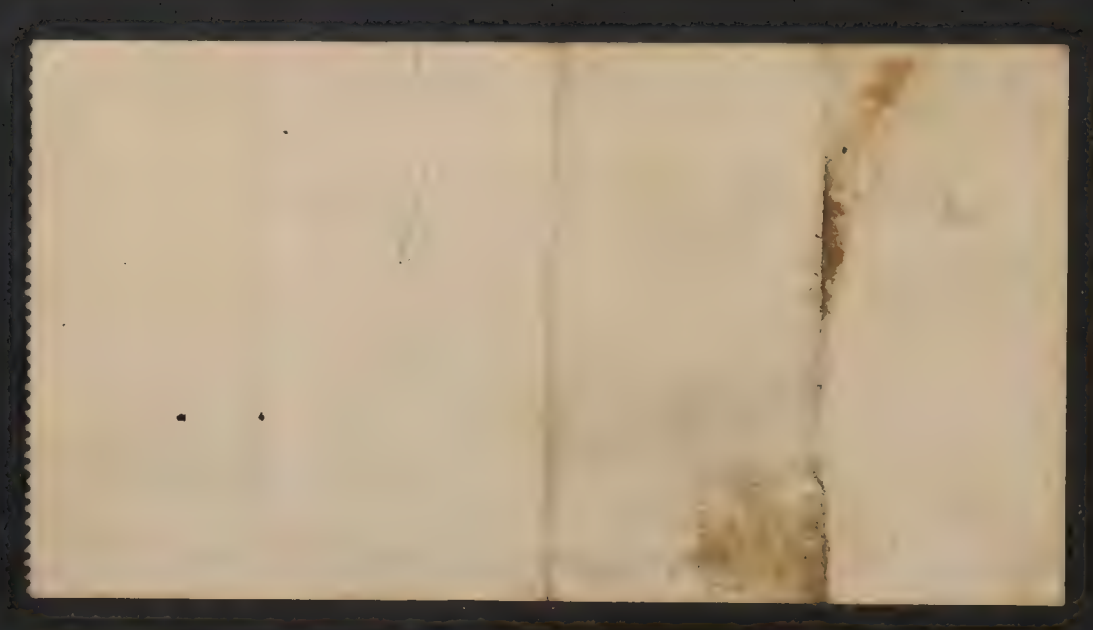
100

in Merchandise, on demand at your store.

\$

35-05 Spaulding & Co. July 17





H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 57

Ewing, Va., 7/9/ 1894

H. C. T. RICHMOND,

Pay

Five and 20/100

20

Dollars

100

in Merchandise, on demand at your store.

\$

20.365 S. Bailey & Co. P. H. G.

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 95

Ewing, Va.,

7/15/ 1896

H. C. T. RICHMOND,

Pay

Five hundred

65 Dollars

100

in Merchandise, on demand at your store.

\$ 65.00 J. Bailey & Co. 47-1/2

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 73

Ewing, Va.,

7 1896

H. C. T. RICHMOND,

Pay Five and 3/4

35 Dollars

100

in Merchandise, on demand at your store.

\$ 35-1/4



H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 1

Ewing, Va.,

1895

H. C. T. RICHMOND,

Pay

Dollars

100

in Merchandise, on demand at your store.

\$

H. C. T. RICHMOND,

**Dry Goods, Groceries, Etc.**

No.

Ewing, Va.,

189

H. C. T. RICHMOND,

## Pay

Dollars

100

**in Merchandise, on demand at your store.**

\$

DEALER IN

No. 162

Ewing, Va., \_\_\_\_\_ 189\_\_

H. C. T. RICHMOND,

Pay \_\_\_\_\_

100

Dollars

**in Merchandise, on demand at your store.**

\$ \_\_\_\_\_

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 1574

Ewing, Va., 5/10 1891

H. C. T. RICHMOND,

Pay Five hundred

75 Dollars

100

in Merchandise, on demand at your store.

\$ Five hundred 75/100



H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 103

Ewing, Va.,

7/17 1896

H. C. T. RICHMOND,

Pay

Bill Harris

Dollars

100

in Merchandise, on demand at your store.

\$

30.00 S. Bailey & Co. / J. H. /

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 78

Ewing, Va., \_\_\_\_\_ 1896

H. C. T. RICHMOND,

Pay one hundred

100 Dollars.

in Merchandise, on demand at your store.

\$ 200

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 115

Ewing, Va., 7/18 1896

H. C. T. RICHMOND,

Pay Will Lewis

50 Dollars

100

in Merchandise, on demand at your store.

\$ 50.05 8 Bailey & Co. 4/2

H. C. T. RICHMOND,  
DEALER IN  
Dry Goods, Groceries, Etc.

No. 169

Ewing, Va., 7/17 1895

H. C. T. RICHMOND,

Pay

With

one

hundred

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. Bailey & Co.



In the Clerk's Office of the Circuit Court of the County of  
Lee

H. L. T. Richmond  
against

Plaintiff

In Chancery

S. Bailey & W. T. Shepperson Defendant

This day H. L. T. Richmond personally appeared  
before me, A. B. Munsey Clerk of the said Court,  
and being duly sworn, made oath that S. Bailey & W. T. Shepperson

defendants in the said suit are not residents of the State of Virginia,

Given under my hand has Clerk of the said Court, this

24<sup>th</sup> day of September

A. B. Munsey Clerk

1896

*H. L. Richmond*

vs.

AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*J. Bailey & Co*  
*Filed Sept 24<sup>th</sup> 1896*  
*A. B. Munsey clk*

p. q.

In the Clerk's Office of the Circuit Court of the County of  
Lee on the 24<sup>th</sup> day of September 1896.

H. C. T. Richmond Plaintiff  
against

In Chancery

S Bailey & W. T. Shepperson Defendant.

The object of this suit is to collect from the defendants S Bailey and W. T. Shepperson partners trading under the firm name and style of S Bailey & Co the sum of \$634.17 and to attach for that purpose the estate of the said S Bailey & Co situate in Lee County Va and subject the same or enough thereof to pay said debt interest & the costs of this suit  
And an affidavit having been made and filed that the defendant S Bailey & W. T. Shepperson

are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginia, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros. Duncan & Hyatt  
p. q.

A B Munsey Clerk.

*A. L. T. Richmond*

VS.

ORDER  
OF  
PUBLICATION.

*S. Bailey & Co*

I, A. B. Munsey Clerk of the Circuit Court for Lee Co Va  
do hereby certify that I posted  
a copy of the within  
Order of Publication at  
the front door of the Court  
house of Lee County Va  
on the 1st day of the Oct  
term 1896. Given under  
my hand this the 20th day  
of Oct 1896  
A. B. Munsey Clerk



Lee county court.  
H.C.T. Nicholson.----- Plaintiff.

vs. ) Notice to take deposition of H:G. Welch.  
S. Bailey and Co.----- Defendants.

The plaintiff H.C.T. Nicholson, is hereby notified, that  
the defendant S. Bailey and Co, will on the 17th day of  
September 1896, at the office of John W. Farnsworth on Mill  
Street, in the city of Danville and state of Pennsylvania  
between the hours of eight O'clock A.M. and 5 O'clock P.M. of  
said day, proceed to take the deposition of Benjamin G  
Welch, same to be read as evidence upon the trial of the  
above cause on behalf of the defendant, you may be present  
and cross-examine said witness if you wish.

FIVEPENNY

This the 10th day of Sept. 1896.

*G. W. Farnsworth*

Attorney for S. Bailey and Co.

Executed this 10th day of Sept. 1896, by giving a true  
copy of this notice to H.C.T. Nicholson, the plaintiff in the above  
styled action, this the // day of September 1896.

Pa. : —

October 18, 1897.

A.C. P. Prohmann

By J. Bros. & C. F. Runcie

Virginia, Lee County, To-wit: -

This day C.E. Pennington personally appeared before me and made oath that he delivered a copy of the foregoing notice to A.L. Pridemore on the 26th day of October, 1897.

AB, Memoranda

Clerk of the Circuit Court for Lee County.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon S. Bailey and W. T. Shepperson, partners

in trade under the style and firm name of S. Bailey and Co.,

to appear at the Clerk's Office of the Circuit Court of the County of Lee  
at the rules to be held for the said Court on the first Monday in October, 189 ,  
to answer a bill in Chancery, exhibited against them in our said Court by

H. C. T. Richmond,

And have then there this writ. Witness P. Munsey, Clerk of our said  
Court, at the court-house, the 24th day of September 189 , and in the 121 year  
of the Commonwealth.

A B Munsey Clerk



The plaintiff in this suit having made affidavit as required by law, at his requisition the officer to whom this writ is directed is hereby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy the amount of \$543.17 and interest claimed in this suit, and the subject to keep to answer the future order of the court.

Teste: -

A. B. Munsey Clerk.

Form No. 300.

H. C. T. Richmond, Plaintiff,

SUBPOENA  
IN  
CHANCERY.

U.S.

S. Bailey and Co., Defendants.

D. & H., and P. Bros. p. q.

To 1st October Rules

Circuit Court

Executed on the 24<sup>th</sup> day of September 1896 by delivery  
an office copy of the within Spa and attachment to  
W. T. Shepperson as manager of the firm of S. Bailey & Co  
and further executed on the 25<sup>th</sup> day of September 1896  
at 7.30 A.M. by levying on 25 stacks of Poplar lumber  
18 stacks of oak lumber 12 stacks of chestnut lumber  
and a lot of cull lumber all estimated as aggregating  
100,000 feet <sup>the property of S. Bailey & Co in possession of W. T. Shepperson</sup> and all on the lumber and Saw yards of  
S. Bailey & Co at Zwany Virginia This levy is subject  
to a former levy in favor of Hampton & Switzer, not  
executed on S. Bailey & Co not found in my county  
This 25<sup>th</sup> day of September 1896. W. P. Weston J.L.



The Commonwealth of Virginia,

To the *Sheriff* of the *County* of *Lee*, Greeting:

WE COMMAND YOU, That you summon *S. Bailey and W. T. Shepperson,*  
*partners in trade under the style and firm*  
*name of S. Bailey & Co.*

to appear at the Clerk's Office of the *Circuit* Court of the *County* of *Lee*  
at the rules to be held for the said Court on the *1st* Monday in *October*, 189*6*,  
to answer a bill in Chancery, exhibited against *Them* in our said Court by *H. C. T.*  
*Richmond*

And have then there this writ, Witness, *A. B. Munsey* Clerk of our said  
Court, at the court-house, the *24th* day of *Sept.* 189*6*, and in the *12th* year  
of the Commonwealth.

*A. B. Munsey Clerk*



The plaintiff in this suit having made affidavit as re-  
quire by law, at his requisition, the officer to whom this writ  
directed is hereby ordered to attach the estate of the defendants,  
S. Bailey and W. T. Shepperson, or so much thereof as may be necessary  
to satisfy the amount of \$243.70 and interest claimed in this  
suit, and the subject to keep to answer the future order of the  
court.

Teste:

A B Munsey

Clerk.

Form No. 300.

SUBPOENA  
IN  
CHANCERY.

vs.

p. q.

Rules

Court.

To



# Pleffs Costs

Clerk 9.63 <sup>paid by bill</sup>  
 Tax 1.50  
 Shoff 1.50  
 atty 15.00  
 Printer 6.00 <sup>paid by bill</sup>  
 R. M.P. 2.75  
 6 M.P. 1.50 <sup>paid by bill</sup>  
 woto 4.06

\$41.44

# Pleffs accumulated Costs

Clerk 2.91  
 M.P. 75  
 woto 50

\$41.6

H. L. T. Richardson

vs Bill

S. Bailey & Co

1896 1st Oct rules bill filed & paid  
 as to H. T. Shepperson & D. M.  
 + O.P. for non resident  
 " 2nd Oct rules & N. Conf  
 + Contd for O.P. to complete  
 as to non resident  
 " 1st Nov rules taken the  
 last Monday in Oct O.P.  
 Complete & Cause set for  
 hearing

1896 1st Nov Term Contd  
 1897 March Term Contd  
 Chas O.B. 4 P 270.

# Pleffs Costs

Clerk 9.63  
 Tax 1.50  
 Shoff 1.50  
 atty 15.00  
 Printer 6.00  
 M.P. 2.75  
 woto 4.06

\$41.44

# Lefts Costs

C .80

Nov Term 1897 Decree  
 final see Chas O.B.  
 No 6 P 62

107.61

538.05

488.6

474.71

125.99

16.05

142.04

101.00

48.96

103.83